

Darwin H. Bingham, #7810  
SCALLEY READING BATES  
HANSEN & RASMUSSEN, P.C.  
Attorneys for America First Federal Credit Union  
15 West South Temple, Suite 600  
Salt Lake City, Utah 84101  
Telephone: (801) 531-7870  
Facsimile: (801) 326-4669  
E-mail: dbingham@scalleyreading.net

---

IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF UTAH

---

In re:

NEWLEY BOWDEN WELCH,

Debtor.

CHAPTER 13

Bankruptcy Case No. 18-29247

Judge Joel T. Marker

---

AMERICA FIRST FEDERAL CREDIT UNION'S  
OBJECTION TO CONFIRMATION OF DEBTOR'S CHAPTER 13 PLAN

---

America First Federal Credit Union ("America First"), a secured creditor of the above-named Debtor, by and through its undersigned counsel, hereby objects to the confirmation of Debtor's Chapter 13 Plan dated January 28, 2019 (the "Plan") based on the following:

1. The Debtor was granted relief pursuant to a Petition filed under Chapter 13 of the Bankruptcy Code on December 12, 2018.
2. The Debtor is in possession of a 2007 Keystone Springdale Travel Trailer (the "Travel Trailer"), and a 2016 Kawasaki KRT800 HGF ATV (the "Kawasaki") which act as security for two loans the Debtor has with America First.

3. As of the Petition Date, the Debtor owed America First a total of \$9,689.69 on the loan secured by the Travel Trailer, and \$16,294.10 on the loan secured by the Kawasaki. America First has filed proofs of claim for these amounts.

4. The Debtor's Plan proposes to pay 0.0% interest on America First's secured claims. Pursuant to In re Till, 541 U.S. 465 (2004), America First is entitled to receive an interest rate equivalent to at least 1-2% over the federal prime interest rate. Since the federal prime interest rate is currently 5.5%, America First is entitled to an interest rate of 7.5% on the loans secured by the Travel Trailer and the Kawasaki.

5. 11 U.S.C. § 1325(a) states that "the court shall confirm a plan if...(3) the plan has been proposed in good faith and not by any means forbidden by law."

6. Based on the above, the Plan has not been proposed in good faith, and the Court should deny confirmation of the Plan.

WHEREFORE, America First prays for an order denying confirmation of the Plan, and any other relief the Court deems just and proper.

DATED this 20<sup>th</sup> day of February, 2019.

SCALLEY READING BATES  
HANSEN & RASMUSSEN, P.C.

/s/ Darwin H. Bingham  
Darwin H. Bingham  
Attorneys for America First Federal Credit Union

**CERTIFICATE OF SERVICE -**  
**BY NOTICE OF ELECTRIC FILING (CM/ECF)**

I hereby certify that on the 20<sup>th</sup> day of February, 2019, I electronically filed the foregoing **AMERICA FIRST FEDERAL CREDIT UNION'S OBJECTION TO CONFIRMATION OF DEBTOR'S CHAPTER 13 PLAN** with the United States Bankruptcy Court for the District of Utah by using the CM/ECF system. I further certify that the parties of record in this case, as identified below, are registered CM/ECF users and will be served through the CM/ECF system.

- P. Matthew Cox – bankruptcy\_pmc@scmlaw.com
- Nathan R. Firouzi – nfirouzi@agutah.gov; txbankrupt@utah.gov; linalred@utah.gov
- David L. Fisher – fisherlawllc@lawyer.com; fisherdr81428@notify.bestcase.com
- Lon Jenkins – ecfmail@ch13ut.org; lneebling@ch13ut.org
- Brian J. Porter – brian@hwmlawfirm.com
- United States Trustee – USTPRegion19.SK.ECF@usdoj.gov

**CERTIFICATE OF SERVICE -**  
**BY MAIL, OTHER**

I hereby certify that on the 20<sup>th</sup> day of February, 2019, I caused to be served a true and correct copy of the foregoing **AMERICA FIRST FEDERAL CREDIT UNION'S OBJECTION TO CONFIRMATION OF DEBTOR'S CHAPTER 13 PLAN** as follows:

**Mail Service - by regular first class United States mail, postage fully pre-paid, addressed to:**

Newley Bowden Welch  
12556 South Brundisi Way  
Herriman, UT 84096

/s/ Catrina Nay \_\_\_\_\_